NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR ŞOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 200 day of APRIL , 2010, between TRAFC REVOCABLE TRUST, Lessor, whose address is c/o Joseph J. Tallal, Jr. Trustee, 6 Collinway Place, Dallas, Texas 75230, and Dale Property Services, L.L.C., 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

1. Lessor in consideration of Ten and No/100--------Dollars (\$10.00), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in **Tarrant County, Texas**, to-wit:

12.226 ACRES OF LAND, MORE OR LESS, BEING <u>BLOCK 4 LOT 2R</u>, OUT OF THE <u>FOSSIL RIDGE ADDITION</u>, AN ADDITION TO THE CITY OF <u>HALTOM CITY</u>, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THAT CERTAIN PLAT RECORDED IN CABINET <u>A</u>, SLIDE $\underline{5239}$ OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

This lease covers and includes any interest which Lessor may own in any streets, alleys, highways, railroads, canals or rivers adjacent to said land.

- 2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of three (3) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.
- As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal twenty-five percent (25%) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such twenty-five percent (25%) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear twenty-five percent (25%) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee, twenty-five percent (25%) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, twenty-five percent (25%) of the amount realized from the sale of gasoline or other products extracted therefrom and twenty-five percent (25%) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the Bank at Lessor's address given above or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.
- 4. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms 'oil well' and 'gas well' shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, 'oil well' means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and 'gas well' means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term 'horizontal completion' means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessees pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests
- 5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or

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reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be

- 6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.
- 7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.
- 8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.
- 9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.
- 10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas or other minerals therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.
- 11. Notwithstanding anything contained herein to the contrary, Lessee does not by virtue of this lease acquire any rights whatsoever to conduct any operations on the surface of the lease premises without first obtaining the prior written consent of Lessor, however, Lessee may recover oil, gas and associated hydrocarbons from the lease premises by directional or horizontal drilling, pooling, unitization or any other method provided in this lease.

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

IN WITNESS WHEREOF, this instrument is executed on the date first above written

relieved of all obligations as to the acreage surrendered.

LESSOR (WHETHER ONE OR MORE)

As: Trustee

By: Soseph J.

CORPORATE ACKNOWLEDGMENT

day 9

STATE OF TEXAS COUNTY OF TARRANT

This instrument was acknowledged before me on the

TRUSTEE of TRAFC REVOCABLE TRUST, on behalf of said trust.

ZACHARY NIESMAN Notary Public, State of Texas My Commission Expires Morch 11, 2012 otary Public, State of Texas otary's name (printed): otary's commission expires:

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2010, by JOSEPH J. TALLAL, JR. as

EXHIBIT "A"

Attached to and by reference made a part of that certain Oil, Gas and Mineral Lease dated April 297, 2010, by and between TRAFC REVOCABLE TRUST, as Lessor and Dale Property Services, L.L.C., as Lessee.

- 12. In the event the provisions of this Exhibit "A" are in conflict with the provisions of the printed Lease, the provisions of this Addendum shall control.
- 13. <u>No Surface Use</u>: Notwithstanding any provisions to the contrary contained in this lease, Lessee, its successors and assigns, shall not enter upon nor use the leased premises for conducting any operations whatsoever hereunder. Any production from the leased premises shall be by way of pooling and/or unitization with other lands or by directional or horizontal drilling from a surface location on other lands.
- 14. <u>Title</u>: Lessor does not warrant or agree to defend the title of the lands covered hereby. Lessee takes this Lease without warranty of title either express or implied. It is the sole responsibility of Lessee to determine the Lessor's mineral interest. The bonus payment paid for this Lease shall be deemed to be final if no title problems are submitted for resolution within ninety (90) days of the Effective Date.
- 15. Calculation of Royalties Post-Production Costs: It is agreed between the Lessor and Lessee that, notwithstanding any language herein to the contrary, all oil, gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, delivering, and marketing the oil, gas and other products produced hereunder to transform the product into marketable form, or other post production costs beyond the wellhead. Lessor shall not bear, directly or indirectly, any of such costs, all of which shall be borne by Lessee; however, any such costs incurred on an unaffiliated interstate or intrastate gas pipeline which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted from Lessor's share of production so long as they are based on Lessee's actual cost of such enhancements. In no event shall Lessor receive a price that is less than, or more than, the price received by Lessee.

This paragraph is not surplusage, but shall govern over all other royalty provisions of this lease.

- 16. Payment of Royalties: Accounting and payment to Lessor of royalties from production of oil and gas as herein provided shall commence no later than 120 days after the date of first sales. Thereafter, unless otherwise specifically provided herein, all accountings and payments of royalties shall be made on or before the last day of the first calendar month following the calendar month in which the production of oil and other liquid hydrocarbons occurred, or of the second calendar month following the calendar month in which the production of gas occurred, or such earlier date as may be provided by law. Unless otherwise herein expressly provided, any royalties or other payments provided for in this lease that are suspended or not paid to Lessor within the time period specified therefore shall accrue interest at the rate of fifteen percent (15%) per annum (or if lesser, the highest rate permitted by law) from due date until paid; provided, that Lessee may withhold royalty payable to any royalty owner hereunder, unless such owner requests otherwise, until such royalty exceeds \$100.00, or production ceases, but in no event shall royalty be paid less often than once per calendar year. Acceptance by Lessor, its successors, agents or assigns, of royalties that are past due shall not act as a waiver or estoppel of its right to receive or recover any and all interest due thereon under the provisions hereof, unless the written acceptance or acknowledgment by Lessor to Lessee expressly so provides. Any tender or payment to Lessor of a sum less than the total amount due to Lessor hereunder which is made or intended to be made as an offer of settlement or accord by or on behalf of Lessee, its agents, successors or assigns, must be accompanied by a Notice of Settlement Offer, so denominated, addressed to Lessor at the address set forth above, or such other address as shall be specified by written notice to Lessee. Any such offer of settlement submitted solely by the tender of a check containing language of settlement or accord printed or otherwise inserted thereon shall not be deemed an offer of settlement or accord, unless preceded or accompanied by such a Notice of Settlement Offer. Notwithstanding anything to the contrary contained in this lease, if Lessee should fail to pay any royalties on production of oil or gas (excluding any shut-in royalties, delay rental or other optional payment provided in this lease) within the time period specified above, Lessor may give Lessee written notice of such default in payment of royalties and Lessee shall have thirty (30) days after receipt of such notice to pay to Lessor all royalties then due and owing plus interest on such past-due amounts as hereinabove provided. If full payment (including interest) has not been received by Lessor within the thirty (30) day period after notice, Lessor may ipso facto terminate this lease and evict Lessee forthwith; provided, however, that if Lessee should assert by written notice to Lessor within the thirty (30) day period that a good faith, bona fide dispute exists, based on an attorney's written opinion which is included with Lessee's notice, as to the entitlement of Lessor to payment of such royalties, Lessee may then satisfy its obligations to pay such disputed royalties hereunder and avoid termination of this lease by paying such disputed royalties to a trustee acceptable to both parties, which trustee shall retain and invest such disputed royalties in interest-bearing accounts approved by Lessor pending resolution of the royalty entitlement dispute, with interest to belong to the rightful royalty owner. If Lessor and Lessee cannot agree on a trustee to hold and invest the disputed royalties within fifteen (15) days after Lessee's notice, or if the royalty entitlement dispute has not been settled and resolved within ninety (90) days after Lessee's notice, then Lessee, upon request by Lessor, shall institute an interpleader action and tender the disputed royalties, plus any interest accrued thereon, into a court of competent jurisdiction to be held and invested under the direction of the court.
- 17. Shut-In Royalty At the experiation of the primary term, if there is a gas well on this lease or on lands pooled hereunder, but gas is not being sold or used, and this lease is not otherwise maintained in force by production or operations as herein provided, Lessee may pay as royalty, commencing on or before 90 days after such well is first shut-in, and thereafter at monthly intervals, (semi-annual or annual in advance, at Lessee's discretion) a sum equal to Fifty and no/100 (\$50.00) Dollars per net mineral acre per year as shut-in royalty payment after the primary term based on the number of acres subject to this lease and included in the unit or development, and if such payment is made or tendered, this lease shall not terminate and will be considered that gas is being produced from this lease in paying quantities; provided, however, this lease cannot be maintained in force by payment of shut-in royalties for more than 36 cumulative months. Royalty on actual production during a shut-in period will not be reduced by the amount of shut-in payments.

- 19. <u>Lien Securing Royalties</u>: Lessee's obligation to pay royalties under this Lease shall be secured by a first lien under the provisions of Section 9.319 of the Texas Business and Commerce Code extending to all of Lessor's royalty share of all oil and gas production and the proceeds of such share of the production from the premises. Lessee's sale of the royalty oil or gas shall not extinguish this lien, but this lien shall be impressed on the monies received for the royalty oil and gas. In the event of Lessee's bankruptcy, Lessor shall possess a secured or preferential lien on all proceeds from the sale of the royalty oil and gas.
- 20. Excluded Minerals: This lease does not include and there is hereby excepted and reserved to Lessor all of the sulphur, coal, lignite, uranium and other fissionable materials, geothermal energy (including entrained methane, hydrostatic pressure and thermal energy), base and precious metals and any other mineral substances (excepting oil, liquid hydrocarbons, gas and their respective constituent products expressly covered under this lease) presently owned by Lessor in, under or upon the leased premises, together with rights of ingress and egress and use of the leased premises by Lessor and its lessee, licensees and assignees, for purposes of exploration for and production of the minerals reserved therein to Lessor. Lessor and Lessee shall each conduct their respective operations on the leased premises so as not unreasonably to interfere with the operations or activities of the other.
- 21. <u>Title Opinion</u>: Upon written request, Lessee shall furnish to Lessor a copy of any and all opinions (the entire opinion) of title obtained by Lessee in connection with the taking of this lease or the drilling of any well or the inclusion within a unit, which opinions may not be relied upon by Lessor but shall be furnished for information purposes only. All title curative documents by Lessee shall be filed for record in the Public Records in the County in which the leased premises are situated.
- 22. <u>Pooling</u>: Notwithstanding any provisions to the contrary contained in this lease, any pooled unit created pursuant to this lease shall not exceed 240 acres without prior written consent of Lessor, which consent shall not be unreasonably withheld, and shall include all of the leased premises.
- 23. <u>Horizontal Severance</u>: Upon the expiration of the primary term of this lease, or after cessation of drilling or reworking operations as provided hereinabove, whichever occurs last, this lease shall terminate as to all depths lying below 100 feet below the base of the deepest sand or other formation from which oil or gas is being produced in paying quantities from the above-described premises or upon land with which these lands may be pooled for production.
- 24. <u>Liability Insurance</u>: Lessee, at Lessee's own expense, will provide and maintain in force during the existence of this Lease, liability insurance in the amount of at least \$1,000,000, covering Lessor as well as Lessee, for any liability for property damage or personal injury arising as a result of Lessee's conducting operations on or off these premises pursuant to this Lease, the exercise of any right granted hereunder or any obligation imposed hereby or associated in any way with activities conducted by Lessee on or impacting the premises. This insurance is to be carried by one or more insurance companies authorized to transact business in Texas. Lessee will furnish Lessor with certificates of all insurance required by this Lease.
- 25. ENVIRONMENTAL LAWS: LESSEE MUST COMPLY WITH ALL VALID LAWS, ORDINANCES, AND REGULATIONS, WHETHER STATE, FEDERAL, OR MUNICIPAL, APPLICABLE TO THE PREMISES. THE USE WHICH LESSEE MAKES AND INTENDS TO MAKE OF THE PREMISES WILL NOT RESULLT IN THE DISPOSAL OR OTHER RELEASE OF ANY HAZARDOUS SUBSTANCE OR SOLID WASTE ON OR TO THE PREMISES. IN THE EVENT THAT ANY HAZARDOUS SUBSTANCES, SOLID WASTES OR OTHER POLLUTANTS ARE DISPOSED OR RELEASED ON AND/OR UNDER THE PREMISES RESULTING IN THE CONTAMINATION OR POLLUTION TO THE PREMISES OR ANY ADJOINING PROPERTY, ARISING OUT OF SAID CONTAMINATION OR POLLUTION, CAUSED BY OR CONSENTED TO BY THE LESSEE, THEN LESSEE SHALL INDEMNIFY AND HOLD HARMLESS THE LESSOR AND LESSOR'S HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILLITY FROM THE RULES AND REGULATIONS OF THE TEXAS RAILROAD COMMISSION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, OR ANY OTHER STATE OR FEDERAL STATUTE, RULE OR REGULATION NOW IN EXISTENCE OR HEREINAFTER ENACTED RELATING TO SUCH SUBSTANCES OR WASTE AND LESSEE HAS THE ABSOLUTE RESPONSIBILITY FOR ALL CLEANUP OF SAID POLLUTION OR CONTAMINATION OR RECLAMATION OF THE PREMISES AND ALL COSTS AND EXPENSES THEREOF.

26. Additional Lands: If it is determined that Lessor is the owner of any mineral interest under any streets, alleys, highways, railroads, canals, or rivers adjacent to the lease premises, then such acreage shall be included, by amendment if necessary, as part of the leased acreage hereunder and Lessor will be paid bonus and royalty as if any such interest had been originally described in this lease.

Signed for Identification:

KAPC KEY OF ABEE TKU

By: Joseph J. Tallal

As: Trustee

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DALE RESOURCES LLC 2100 ROSS AVE STE 1870 LB-9 **DALLAS, TX 75201**

Submitter: DALE RESOURCES LLC

DO NOT DESTROY WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration:

5/4/2010 2:23 PM

Instrument #:

D210104060

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\$28.00

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D210104060

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: SLDAVES